court construed a similar enactment in the opposite and the correct way. *People* v. *Cannon*, 139 N. Y. 32. Unhappily this decision was not brought to the attention of the court in the principal case.

CONTRACTS FOR THE ALLOTMENT OF SHARES. — Many of the more important of the English cases, which established that a contract by mail is complete on the mailing of the letter of acceptance, were contracts for the allotment of shares. These were always treated by the courts as if they were bilateral contracts. *Household Fire Insurance Co.* v. *Grant*, 4 Ex. D. 216. Yet in none of them was the court expressly called upon to decide whether the contract was bilateral or unilateral. This point would seem to be directly involved in a recent case, — *Re London and Northern Bank Limited*, 81 L. T. Rep. 512. A letter withdrawing an application for an allotment of shares in a stock company was received by the company after the directors had alloted the shares, but before the notice of allotment was mailed. The applicant was held to be entitled to have his name removed from the register of shareholders, and to have his deposit returned.

Though the court follow the previous *dicta*, it would have carried out more nearly the actual intention of the parties had it held an allotment of shares to be a unilateral contract complete on the allotment, and subject only to a defeasance in case of laches in not sending the notice of allotment within a reasonable time. Langdell, Summary of the Law of Contracts, § 6. In holding this a bilateral contract, the court would seem to encounter the difficulty of being obliged to hold that the directors could cancel the allotment at any time before the mailing of the notice of allotment. Yet, if that precise case had been presented, it is difficult to believe that the contract would not have been held complete from the time of the allotment, as it was the evident understanding of the parties that the applicant's title to the shares should date from then. Everything that the company was asked to do was already done before the sending of the notice of allotment. How, then, could the sending of this notice be essential to the existence of a contract? And what did the company bind itself by this contract to do? Certainly not to allot the shares. That had already been done. The true view is that the contract is unilateral, and the applicant shows by his language and the nature of the transaction that notice of acceptance is not required, — merely notice of performance. After performance revocation is of course too late. *Carlill* v. *Carbolic Smoke Ball Co.* [1893] 1 Q. B. 262. The point that the contract was unilateral, however, was not taken by counsel, and, considering the number of times the contrary doctrine has been reiterated, this is not surprising.

OTHER FIRES BY OTHER ENGINES. — In actions against a railroad for damage caused by fire negligently allowed to escape from a locomotive, the courts are not fully agreed as to how far evidence is admissible that other locomotives of the defendant have also emitted sparks and caused fires. Where the particular locomotive which is alleged to have set the fire is unidentified, such evidence is almost always allowed either to establish the negligent construction of the defendant's engines generally, or to show a capacity to emit sparks, and thus that the injury